

U.S. Consulate General Toronto

360 university avenue, Toronto, ON, M5G 1S4

January 20, 2021

SUBJECT: Solicitation Number 19CA7021Q0002  
Title of the project: Installation of Range and Hood at CGR

Dear Prospective Offeror,

The U. S. Consulate General Toronto invites you to submit a quotation for installation of range and hood at the residence of the US Consul General at 152 Warren Road, Toronto, M4V 2S5. If you are interested in submitting a quotation on this project, read the instructions included in the attached Request for Quotation (RFQ).

The Consulate intends to conduct a site visit and hold a pre-proposal conference. The conference will be held at 152 Warren Road, Toronto, M4V 2S5. All prospective offerors who have received a solicitation package are invited to contact Sarmin Afrin at [AfrinSL@state.gov](mailto:AfrinSL@state.gov) within seven (7) business days to schedule a site visit.

Site visit will be conducted by maintaining appropriate social distancing to prevent transmission of COVID-19. Therefore, the number of attendees shall be limited to 2 persons per company. All attendees are required to come to the site wearing facial masks. An additional site visit may be scheduled to ensure that social distancing is maintained.

Submit any questions you may have concerning the solicitation documents in writing by email to [AfrinSL@state.gov](mailto:AfrinSL@state.gov) within three (3) calendar days after the site visit. Responses will be made available in writing to all prospective offerors.

Your printed quotation must be submitted in a sealed envelope marked "Quotation for 19CA7021Q0002 Enclosed" to the following address:

U.S. Consulate General Toronto  
360 University Avenue, Toronto, ON, M5G 1S4  
Attn. Contracting Officer

Alternatively, electronic quotations may be submitted with "Quotation 19CA7021Q0002 Attached" reference in the subject line to the following email address [AfrinSL@state.gov](mailto:AfrinSL@state.gov). Vendors have to submit a quotation within ten (10) business days after the site visit. No proposal will be accepted after this time.

Complete the OFFER portion of the Standard Form 1442, including all blank spaces, and have the form signed by an authorized representative of your company, or the proposal may be considered unacceptable and may be rejected. In order for a proposal to be considered, you must also complete all relevant sections of RFQ requiring Offeror's input and submit all sections of the RFQ.

The Purchase Order will be a firm fixed price contract, with no adjustment for any escalation in costs or prices of labor or materials. Each offeror will be responsible for determining the amount of labor and materials that will be required to complete the project, and for pricing its proposal accordingly.

The project completion time is 30 calendar days from the date included in the Notice to Proceed or as agreed in signed Contract. In the event of an unauthorized or unexcused delay in completing the project, liquidated damages in the amount of CAD\$1,000.00 per calendar day will be assessed until substantial completion of the project is achieved.

The Contracting Officer reserves the right to reject any and all proposals and to waive any informality in proposals received. In addition, the Consulate reserves the right to establish a competitive range of one or more offerors and to conduct further negotiations concerning price and other terms before awarding the contract, or to award without discussions.

The Offerors are encouraged to complete registration in the U.S. Government System for Award Management at the following URL: [www.SAM.gov](http://www.SAM.gov). The registration is free of charge for all prospective Offerors and must not involve participation of 3<sup>rd</sup> parties.

Please direct any questions regarding this solicitation to: [AfrinSL@state.gov](mailto:AfrinSL@state.gov). Questions must be written in English. Calls may be made during regular business hours.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Em Blum', is positioned above the printed name.

Emmania Blum  
Contracting Officer  
U.S. Consulate General, Toronto

A. SF-1442 COVER SHEET

<b>SOLICITATION, OFFER, AND AWARD</b> (Construction, Alteration, or Repair)		1. SOLICITATION NUMBER 19CA7021Q0002	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 01/20/2021	PAGE 1 OF 24 PAGES
<b>IMPORTANT</b> - The "offer" section on the reverse must be fully completed by offeror.					
4. CONTRACT NUMBER		5. REQUISITION/PURCHASE REQUEST NUMBER PR3668183		6. PROJECT NUMBER 19CA7021Q0002	
7. ISSUED BY AMERICAN CONSULATE GENERAL TORONTO 360 UNIVERSITY AVENUE, ATTN: MGT/GSO TORONTO ON M5G 1S4 CANADA		CODE CA700	8. ADDRESS OFFER TO AMERICAN CONSULATE GENERAL TORONTO 360 UNIVERSITY AVENUE, ATTN: MGT/GSO TORONTO ON M5G 1S4 CANADA		
9. FOR INFORMATION CALL:		a. NAME Sarmir L. Atriu		b. TELEPHONE NUMBER (Include area code) (NO COLLECT CALLS) +1-437-221-3893	

**SOLICITATION**

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, Identifying number, date)

A. SF1442 Cover Sheet, B. Price, C. Statement of Work, D. Quotation Information, E. Evaluation Criteria

11. The contractor shall begin performance within <u>10</u> calendar days and complete it within <u>30</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input type="checkbox"/> mandatory <input checked="" type="checkbox"/> negotiable. (See <u>        </u> ).	
12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	12B. CALENDAR DAYS <u>10</u>
13. ADDITIONAL SOLICITATION REQUIREMENTS:	
a. Sealed offers in original and <u>1</u> copies to perform the work required are due at the place specified in Item 8 by <u>16:30</u> (hour) local time <u>02/19/2021</u> (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.	
b. An offer guarantee <input checked="" type="checkbox"/> is, <input type="checkbox"/> is not required.	
c. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.	
d. Offers providing less than <u>15</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.	

STANDARD FORM 1442 (REV. 8/2014)  
Prescribed by GSA - FAR (48 CFR) 53.236-1(d)

<b>OFFER (Must be fully completed by offeror)</b>									
14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)					15. TELEPHONE NUMBER (Include area code)				
					16. REMITTANCE ADDRESS (Include only if different than item 14.)				
CODE					FACILITY CODE				
17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in item 13d. Failure to insert any number means the offeror accepts the minimum in item 13d.)									
<div style="display: flex; align-items: center;"> <div style="writing-mode: vertical-rl; transform: rotate(180deg); font-weight: bold; margin-right: 10px;">AMOUNTS</div> <div style="flex-grow: 1; border-left: 1px solid black; border-right: 1px solid black;"></div> </div>									
18. The offeror agrees to furnish any required performance and payment bonds.									
19. ACKNOWLEDGMENT OF AMENDMENTS									
(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)									
AMENDMENT NUMBER									
DATE									
20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)					20b. SIGNATURE			20c. OFFER DATE	
<b>AWARD (To be completed by Government)</b>									
21. ITEMS ACCEPTED:									
22. AMOUNT					23. ACCOUNTING AND APPROPRIATION DATA				
24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)				ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 0 U.S.C. 2304(c)( ) <input type="checkbox"/> 1 U.S.C. 253(c)( )				
26. ADMINISTERED BY			CODE	27. PAYMENT WILL BE MADE BY					
CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE									
<input type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.					<input type="checkbox"/> 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.				
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)					31A. NAME OF CONTRACTING OFFICER (Type or print)				
30B. SIGNATURE			30C. DATE	31B. UNITED STATES OF AMERICA, BY . .			31C. AWARD DATE		

STANDARD FORM 1442 (REV. 8/2014) BACK



CONTINUATION TO STANDARD FORM 1442

FOR RFQ Number 19CA7021Q0002

RANGE AND HOOD INSTALLATION PROJECT AT THE CGR

B. PRICE

The Contractor shall complete all work, including furnishing all labor, material, equipment and services required under this purchase order for the following firm fixed price and within the time specified. This price shall include all labor, materials, all insurances, overhead and profit.

Total Price before Tax in Canadian Dollars:  
(including all labor, materials, overhead and profit) \$ \_\_\_\_\_

Value Added Tax:  
(VAT, HST, GST, PST, QST) \$ \_\_\_\_\_

Grand Total in Canadian Dollars:  
(including Value Added Tax) \$ \_\_\_\_\_

A.1 VALUE ADDED TAX

The Contractor shall include VAT as a separate charge on the Invoice and as a separate line item in Section B.

## C. STATEMENT OF WORK

### **Statement of Work or Scope of Work for Range and Hood Installation Project at the CGR**

#### **1 INTRODUCTION**

- 1.1 The U.S. Consulate in Toronto is sending out Requests for Quotations (RFQ) to obtain pricing and detailed specifications for the installation of a replacement kitchen range and hood at the Consul General's residence at 152 Warren Road, Toronto, ON, M4V 2S5.
- 1.2 The work is located at 152 Warren Road, Toronto. All inspections shall be requested through the Consulate's facility maintenance supervisor and Contracting Officer Representative [COR].
- 1.3 Work shall be completed as expeditiously as possible. The residence shall be occupied during the execution of this contract. The contractor shall coordinate with the Contracting Officer for work phasing and job sequencing for the commencing and completing of Work. Contractor shall submit a Work Phasing Plan with a construction schedule for review and approval prior to commencement of work at the site.

#### **2 GENERAL REQUIREMENTS**

- 2.1 The Contractor shall attend a site survey meeting and provide a list of construction personnel and all necessary equipment, materials, tools and supervision required to complete the services that meet the Work requirements in this Statement of Work [SOW]. It is expected that the Contractor shall partner closely with the CO, COR, Facility Manager and onsite Facility personnel.
- 2.2 The contractor shall be required to prepare and submit reports, product literature, specifications, quality control, and installation schedules. These documents shall provide the necessary interfaces, coordination, and communication between the Consulate and Contractor for the delivery of a completed and successful Statement of Work.
  - 2.2.1 Provide a Bar chart showing quality control and work schedule.

#### **3 CONTRACT ADMINISTRATION**

- 3.1 The Contractor shall not conduct any work that is beyond this Statement of Work unless directed in writing by the Contracting Officer [CO]. Any work done by the Contractor beyond this SOW without direction from the CO will be at the Contractor's own risk and at no cost to the Consulate.
- 3.2 The Contracting Officer shall provide a Notice to Proceed [NTP] to the Contractor. No work shall be initiated until the NTP is issued by the CO.

- 3.3 The Contracting Officer may designate more than one individual to serve as the Contracting Officer's Representative [COR]. The Contractor will be furnished evidence of COR appointments, including explicit authority delegated to each COR and their responsibilities.
- 3.4 The Consulate has the right to terminate this contract of convenience at any time in whole, or in part, if the Contracting Officer determines it is in the interest of the Consulate.

#### **4 RESPONSIBILITY OF THE CONTRACTOR**

- 4.1 The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all construction and other services furnished under this contract. The Contractor is responsible to do field measurements of distance, clearance and grades prior to demolition and during the installation of the new kitchen range and exhaust hood. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in its construction and other services.
- 4.2 All documentation produced for this project will become the ownership of the Consulate at the completion of this project.
- 4.3 The Contractor is responsible for safety and shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety and similar matters. The Contractor shall promptly report all accidents resulting in lost time, disabling, or fatal injuries to the COR.

#### **5 PRE-CONSTRUCTION REQUIREMENTS**

- 5.1 The Contractor shall examine the contract and all documentation as well as visit the site to fully inform themselves of all the conditions and limitations applied to the work. The Contractor will submit a firm fixed price cost proposal for all the scope of work. No subsequent cost allowance will be made to the Contractor for neglect of the existing conditions, failure to examine all documentation and field verifying all measurements, distances, clearances and grades.
- 5.2 If requested, provide a statement that the Contractor's company and all personnel are experienced in performing this type or like type and scope required for the work.
- 5.3 The vendor should have a certified TFSA gas technician and certify that they have followed all the rules. The gas fitter tag has to be attached on the gas line.
- 5.4 Submit a copy of a Contractor's Installation Guarantee covering the work, labor and equipment for a period of TWO [2] years at no cost to the Consulate signed by the Contractor.
- 5.5 Submit a product literature, samples and standard specification submittals of all materials to be used in the project provided by the contractor. It shall list the equipment and materials in enough detail that a purchase order for the materials and equipment can be executed without further elaboration or

specifications. These documents will be used by the Consulate to approve all equipment and materials.

## **6 WORK REQUIREMENTS**

- 6.1 No work shall begin until approvals of the Submittals are accepted by the COR. As this is a residential area, workday hours of operation must be submitted and approved by the COR.
- 6.1.1 The Contractor shall schedule all work during the weekdays, Monday through Friday, between the hours of 10am and 4pm.
- 6.1.2 If after regular working hours are required, the contractor shall submit a request 24 hours ahead of time for approval.
- 6.1.3 Schedule work to avoid interruptions to normal operations of the residence. Disruptive work shall be scheduled and coordinated with the Contracting Officer and/or the Contracting Officer's Representative.
- 6.2 The Contractor shall always keep the work area free from accumulation of waste materials. Upon completing construction, the Contractor shall remove all temporary facilities and leave the project site in a clean and orderly condition acceptable to the COR. COR will conduct a final walkthrough of the site with Contractor prior to signing off on job completion.

## **7 SPECIFICATION**

7.1 The Contractor shall remove the existing commercial range and hood and install new range and hood as per below specifications:

- a)
- b) Disconnect and remove existing equipment (both range and hood);
- c) **Replacement Range:**
  - a high end gas burner cooktop with six (6) burners and two (2) ovens in the bottom to fit in existing space (keeping existing cupboard space);
  - the range should be 60" in length;
  - the range should be stainless steel in color, with front control system;
  - a high end commercial type kitchen exhaust hood [1,000 CFM minimum (based on cooktop size and BTU rating), fire rated ductwork];

A comparable product example is BlueStar RNB606FTV2. The vendor may recommend any reputable brand which matches with the requirements.

- d) make-up air HRV;
- e) all work should be accomplished according to all national, provincial, and local building, fire, environmental, health, and safety codes;
- f) the Contractor shall furnish sufficient personnel with the technical knowledge and experience necessary to complete the work;



- g) the Contractor shall obtain, maintain and pay for all national, provincial, and local insurances, licenses, permits, and certificates needed/required to perform the work prior to commencement and for the duration of work;
- h) the Contractor shall provide all tools and materials required to perform the work and facilitate its inspection during installation;
- i) detailed product specifications, material samples and MSDS shall be submitted upon request from the CO;
- j) provide manufacturer's warranty on materials;
- k) the Contractor shall be responsible for replacing any damage due to Contractor's work or negligence in connection of the work.

7.2 The Contractor shall:

- a) Make site visit to determine exact size of range and hood required.
- b) Remove and dispose of current range and hood.
- c) Install new range and exhaust hood per building code and manufacturer's recommendation.  
This includes all duct work and electrical works.
- d) Contractor must supply kitchen exhaust specifications (spec sheet).

7.3 **Exhaust hood (minimum specifications):**

- a) Stainless steel wall mount.
- b) Exhaust must be a minimum of 1000 CFM or manufactures specification.
- c) Make-up air 1500 CFM or manufactures specification
- d) L.E.D. lighting.
- e) Provide, procure, install, and test a Residential Kitchen Exhaust Hood System that shall be mounted over the cooking stove and shall be designed to exhaust all smoke and gases coming from the cooking stove. The hood shall be equipped with grease removal devices with washable filters, and lighting to illuminate the surface of the cooking area below it. Include a fully welded exhaust duct system, and an automatic fire extinguishing system.
- f) The contractor shall equip the exhaust system with an easily accessible and maintained grease capture and removal mechanism.
- g) Provide product literature for the exhaust hood, hood manufacturer and model number, hood length and width, cfm ratings, and hood collar static pressure loss.
- h) Ensure proper placement of the cooking equipment per manufacturers recommendations.
- i) Show new and existing cooking equipment layout. Identify fuel or electrical power supply for all equipment whether new, existing, or not in contract. Show electric shunt trip and gas shut off valve.
- j) Provide a kitchen area supply and exhaust air balancing schedule verifying that the total outdoor air supplied equals the volume removed.
- k) The fan shall be activated by a wall mounted control switch located within four feet distance of the kitchen hood.
- l) **Exhaust outlets**
  - Exhaust outlets shall terminate through exterior where the discharge is >3m from any intake and does not create a public nuisance or a fire hazard.
  - Exhaust fans must be positioned so that the discharge does not impinge on the roof, other equipment, or appliance, or parts of the structure.

A comparable product example is Best WPD38I60SB. The vendor may recommend any reputable brand which matches with the requirements.

#### **7.4 Kitchen range hood vent:**

Supply and install all necessary materials for the kitchen venting work to include the following:

- a) Removal of the old fan and drywall section to remove old vent piping.
- b) Install 10" insulated duct with vent cap on exterior.
- c) Ensure electrical wiring is routed to proper area.
- d) Install support for new fan.
- e) Replace ceiling drywall, plaster and paint area.
- f) Install range hood ceiling mounted fan.
- g) Removal of all job related debris.

#### **7.5 Make up kitchen air:**

Supply and install all necessary materials to include the following:

- a) Supply & install unit through exterior wall;
- b) Power from panel;
- c) Wire unit;
- d) Patch & paint for added electrical work;
- e) Back draft damper;
- f) Box in unit above cabinets;
- g) Steel grill on kitchen side.

#### **7.6 Finishing touch:**

- a) Install a backsplash behind the range to match with the existing kitchen model.
- b) Finishing touch on the wall and paint if necessary.
- c) Cover up any opened space during construction and/or open equipment area.

### **8 WARRANTY**

8.1 Provide a two years warranty, in writing, on materials and workmanship, from the date of project completion.

8.2 Provide manufacturer's warranty on all materials used to complete this project.

### **9 CRITERIA**

9.1 The Contractor's work shall be in accordance with local codes and standards.

### **10 PROJECT SECURITY**

10.1 The contractor is required to submit completed "AUTHORITY FOR RELEASE OF INFORMATION – GOVERNMENT OF CANADA" forms for all workers and sub-contractors assigned to the project prior to commencing work, in order to have a security clearance performed.

Contractors will also be required to submit vehicle information on all assigned vehicles prior to commencing work.

#### END OF STATEMENT OF WORK

### D. QUOTATION INFORMATION

#### A. QUALIFICATIONS OF OFFERORS

Offerors/quoters must be technically qualified and financially responsible to perform the work described in this solicitation. At a minimum, each Offeror/Quoter must meet the following requirements:

- 1) Be able to understand written and spoken English;
- 2) Have an established business with a permanent address and telephone listing;
- 3) Be able to demonstrate prior construction experience with suitable references;
- 4) Have the necessary personnel, equipment and financial resources available to perform the work;
- 5) Have all licenses and permits required by local law;
- 6) Meet all local insurance requirements;
- 7) Have the ability to obtain or to post adequate performance security, such as bonds, irrevocable letters of credit or guarantees issued by a reputable financial institution;
- 8) Have no adverse criminal record; and
- 9) Have no political or business affiliation which could be considered contrary to the interests of the United States.

#### B. SUBMISSION OF QUOTATIONS

This solicitation is for the performance of the elevator upgrading services described in SCOPE OF WORK are part of this request for quotation. Each quotation must consist of the following:

- A copy of Standard Form 1442 including a completed Attachment 5, "BREAKDOWN OF PROPOSAL PRICE BY DIVISIONS OF SPECIFICATIONS"

Submit the complete quotation to the address indicated.

The Offeror/Quoter shall identify and explain/justify any deviations, exceptions, or conditional assumptions taken with respect to any of the instructions or requirements of this request for quotation.

### E. EVALUATION CRITERIA

Award will be made to the lowest priced, acceptable, responsible quoter. The Government reserves the right to reject quotations that are unreasonably low or high in price.

The Government will determine acceptability by assessing the offeror's compliance with the terms of the RFQ. The Government will determine responsibility by analyzing whether the apparent successful quoter complies with the requirements of FAR 9.1, including:

- (a) ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- (b) satisfactory record of integrity and business ethics;
- (c) necessary organization, experience, and skills or the ability to obtain them;
- (d) necessary equipment and facilities or the ability to obtain them; and
- (e) otherwise, qualified and eligible to receive an award under applicable laws and regulations.

## ADDENDUM - CONTRACT CLAUSES

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (OCT 2018) AND (DEVIATION 2017-02) (JUNE 2017), is incorporated by reference (see SF-1449, Block 27A)  
52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (AUG 2019)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (AUG 2019)

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)

(5) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004)(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

\_\_\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509)).

\_\_\_ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

\_\_\_ (3a) 52.203-17 Contractor Employee Whistleblower Rights And Requirement To Inform Employees Of Whistleblower Rights (Apr 2014)

\_\_\_ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2018) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_\_\_ (5) [Reserved].

\_\_\_ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

\_\_\_ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

\_\_\_ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

\_\_\_ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

\_\_\_ (10) [Reserved].

- \_\_\_ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).
- \_\_\_ (ii) Alternate I (Nov 2011) of 52.219-3.
- \_\_\_ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- \_\_\_ (ii) Alternate I (JAN 2011) of 52.219-4.
- \_\_\_ (13) [Reserved]
- \_\_\_ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).
- \_\_\_ (ii) Alternate I (Nov 2011).
- \_\_\_ (iii) Alternate II (Nov 2011).
- \_\_\_ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- \_\_\_ (ii) Alternate I (Oct 1995) of 52.219-7.
- \_\_\_ (iii) Alternate II (Mar 2004) of 52.219-7.
- \_\_\_ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).
- \_\_\_ (17)(i) 52.219-9, Small Business Subcontracting Plan (Aug 2018) (15 U.S.C. 637(d)(4)).
- \_\_\_ (ii) Alternate I (Nov 2016) of 52.219-9.
- \_\_\_ (iii) Alternate II (Nov 2016) of 52.219-9.
- \_\_\_ (iv) Alternate III (Nov 2016) of 52.219-9.
- \_\_\_ (v) Alternate IV (Aug 2018) of 52.219-9.
- \_\_\_ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
- \_\_\_ (19) 52.219-14, Limitations on Subcontracting (Jan 2017) (15 U.S.C. 637(a)(14)).
- \_\_\_ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- \_\_\_ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).
- \_\_\_ (22) 52.219-28, Post Award Small Business Program Representation (Jul 2013) (15 U.S.C. 632(a)(2)).
- \_\_\_ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).
- \_\_\_ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).
- \_\_\_ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- \_\_\_ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2018) (E.O. 13126).
- \_\_\_ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (28)(i) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).
- (ii) Alternate I (FEB 1999) of 52.222-26.
- (29)(i) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- (ii) Alternate I (JULY 2014) of 52.222-35.
- (30)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (July 2014) (29 U.S.C. 793).
- (ii) Alternate I (JULY 2014) of 52.222-36.
- \_\_\_ (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

\_\_\_ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

\_\_\_ (33)(i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

\_\_\_ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

\_\_\_ (34) 52.222-54, Employment Eligibility Verification (OCT 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

\_\_\_ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_ (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

\_\_\_ (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

\_\_\_ (38)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

\_\_\_ (ii) Alternate I (Oct 2015) of 52.223-13.

\_\_\_ (39)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

\_\_\_ (ii) Alternate I (Jun 2014) of 52.223-14.

\_\_\_ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

\_\_\_ (41)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

\_\_\_ (ii) Alternate I (Jun 2014) of 52.223-16.

\_\_\_ (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG2011) (E.O. 13513).

\_\_\_ (43) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

\_\_\_ (44) 52.223-21, Foams (JUN 2016) (E.O. 13693).

\_\_\_ (45)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

\_\_\_ (ii) Alternate I (JAN 2017) of 52.224-3.

\_\_\_ (46) 52.225-1, Buy American—Supplies (May 2014) (41 U.S.C. chapter 83).

\_\_\_ (47)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

\_\_\_ (ii) Alternate I (May 2014) of 52.225-3.

\_\_\_ (iii) Alternate II (May 2014) of 52.225-3.

\_\_\_ (iv) Alternate III (May 2014) of 52.225-3.

\_\_\_ (48) 52.225-5, Trade Agreements (AUG 2018) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301note).



\_\_\_ (49) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_ (50) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

\_\_\_ (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

\_\_\_ (54) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

\_\_\_ (55) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Oct 2018) (31 U.S.C. 3332).

\_\_\_ (56) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

\_\_\_ (57) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

\_\_\_ (58) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_ (59) 52.242-5, Payments to Small Business Subcontractors (Jan 2017)(15 U.S.C. 637(d)(13)).

\_\_\_ (60)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

\_\_\_ (ii) Alternate I (APR 2003) of 52.247-64.

\_\_\_ (iii) Alternate II (FEB 2006) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

\_\_\_ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).

\_\_\_ (2) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

\_\_\_ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) (41 U.S.C. chapter 67).

\_\_\_ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) (41 U.S.C. chapter 67).

\_\_\_ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

\_\_\_ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

\_\_\_ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25 Prohibition on Contracting for Certain Telecommunications or Equipment (AUG 2019)

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(vi) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(vii) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)

(viii) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

(ix) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(x) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(xi) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212)

(xii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

- (xiii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).
  - (xiv) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O 13627). Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O 13627).
  - (xv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
  - (xvi) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
  - (xvii) 52.222-54, Employment Eligibility Verification (OCT 2015) (E.O. 12989).
  - (xviii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
  - (xix) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
  - (xx)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
  - (B) Alternate I (JAN 2017) of 52.224-3.
  - (xxi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
  - (xxii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
  - (xxiii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

## ADDENDUM TO CONTRACT CLAUSES FAR AND DOSAR CLAUSES NOT PRESCRIBED IN PART 12

### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://www.acquisition.gov/far/> or <http://farsite.hill.af.mil/vffara.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at <http://www.statebuy.state.gov/>, to access the links to the FAR. You may also use an Internet "search engine" (for example, Google, Yahoo, Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clauses are incorporated by reference:

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-12	DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE (DEC 2012)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.228-4	WORKER'S COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984)
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.229-6	FOREIGN FIXED PRICE CONTRACTS (FEB 2013)
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)
652.236-70	ADDITIONAL SAFETY MEASURES (OCT 2017)

In addition to the safety/accident prevention requirements of FAR 52.236-13, Accident Prevention Alternate I, the contractor shall comply with the following additional safety measures.

(a) *High Risk Activities.* If the project contains any of the following high risk activities, the contractor shall follow the section in the latest edition, as of the date of the solicitation, of the U.S. Army Corps of Engineers Safety and Health manual, EM 385-1-1, that corresponds to the high risk activity. Before work may proceed, the contractor must obtain approval from the COR of the written safety plan required by FAR 52.236-13, Accident Prevention Alternate I (see paragraph (f) below), containing specific hazard mitigation and control techniques.

- (1) Scaffolding;
- (2) Work at heights above 1.8 meters;
- (3) Trenching or other excavation greater than one (1) meter in depth;
- (4) Earth-moving equipment and other large vehicles;

(5) Cranes and rigging;

(6) Welding or cutting and other hot work;

(7) Partial or total demolition of a structure;

(8) Temporary wiring, use of portable electric tools, or other recognized electrical hazards. Temporary wiring and portable electric tools require the use of a ground fault circuit interrupter (GFCI) in the affected circuits; other electrical hazards may also require the use of a GFCI;

(9) Work in confined spaces (limited exits, potential for oxygen less than 19.5 percent or combustible atmosphere, potential for solid or liquid engulfment, or other hazards considered to be immediately dangerous to life or health such as water tanks, transformer vaults, sewers, cisterns, etc.);

(10) Hazardous materials - a material with a physical or health hazard including but not limited to, flammable, explosive, corrosive, toxic, reactive or unstable, or any operations, which creates any kind of contamination inside an occupied building such as dust from demolition activities, paints, solvents, etc.; or

(11) Hazardous noise levels as required in EM 385-1 Section 5B or local standards if more restrictive.

(b) *Safety and Health Requirements.* The contractor and all subcontractors shall comply with the latest edition of the U.S. Army Corps of Engineers Safety and Health manual EM 385-1-1, or OSHA 29 CFR parts 1910 or 1926 if no EM 385-1-1 requirements are applicable, and the accepted contractor's written safety program.

(c) *Mishap Reporting.* The contractor is required to report **immediately** all mishaps to the COR and the contracting officer. A "mishap" is any event causing injury, disease or illness, death, material loss or property damage, or incident causing environmental contamination. The mishap reporting requirement shall include fires, explosions, hazardous materials contamination, and other similar incidents that may threaten people, property, and equipment.

(d) *Records.* The contractor shall maintain an accurate record on all mishaps incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to or theft of property, materials, supplies, or equipment. The contractor shall report this data in the manner prescribed by the contracting officer.

(e) *Subcontracts.* The contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

(f) *Written program.* The plan required by paragraph (f)(1) of the clause entitled "Accident Prevention Alternate I" shall be known as the Site Safety and Health Plan (SSHP) and shall address any activities listed in paragraph (a) of this clause, or as otherwise required by the contracting officer/COR.

(1) The SSHP shall be submitted at least 10 working days prior to commencing any activity at the site.

(2) The plan must address developing activity hazard analyses (AHAs) for specific tasks. The AHAs shall define the activities being performed and identify the work sequences, the specific anticipated hazards, site conditions, equipment, materials, and the control measures to be implemented to eliminate or

reduce each hazard to an acceptable level of risk. Work shall not begin until the AHA for the work activity has been accepted by the COR and discussed with all engaged in the activity, including the Contractor, subcontractor(s), and Government on-site representatives.

(3) The names of the Competent/Qualified Person(s) required for a particular activity (for example, excavations, scaffolding, fall protection, other activities as specified by EM 385-1-1) shall be identified and included in the AHA. Proof of their competency/qualification shall be submitted to the contracting officer or COR for acceptance prior to the start of that work activity. The AHA shall be reviewed and modified as necessary to address changing site conditions, operations, or change of competent/qualified person(s).

(End of clause)

652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is Wayne Johnston.

(End of clause)

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The Contractor warrants the following:

- (1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
- (2) That it has obtained all necessary licenses and permits required to perform this contract; and,
- (3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

(End of clause)

### SECTION 3 – SOLICITATION PROVISIONS

52.212-1 INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (AUG 2018) is incorporated by reference (see SF-1449, Block 27A)

ADDENDUM TO 52.212-1



A. Summary of instructions. Each offer must consist of the following:

A.1. A completed solicitation, in which the SF-1449 cover page (Blocks 12, 17, 19-24, and 30 as appropriate), and Section 1 has been filled out.

A.2. Information demonstrating the offeror's/quoter's ability to perform, including:

- (1) Name of a Project Manager (or other liaison to the Embassy/Consulate) who understands written and spoken English;
- (2) Evidence that the offeror/quoter operates an established business with a permanent address and telephone listing;
- (3) List of clients over the past three (3) years, demonstrating prior experience with relevant past performance information and references (provide dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses). If the offeror has not performed comparable services in Canada, then the offeror shall provide its international experience. Offerors are advised that the past performance information requested above may be discussed with the client's contact person. In addition, the client's contact person may be asked to comment on the offeror's:
  - Quality of services provided under the contract;
  - Compliance with contract terms and conditions;
  - Effectiveness of management;
  - Willingness to cooperate with and assist the customer in routine matters, and when confronted by unexpected difficulties; and
  - Business integrity / business conduct.

The Government will use past performance information primarily to assess an offeror's capability to meet the solicitation performance requirements, including the relevance and successful performance of the offeror's work experience. The Government may also use this data to evaluate the credibility of the offeror's proposal. In addition, the Contracting Officer may use past performance information in making a determination of responsibility.

- (4) Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;
- (5) The offeror shall address its plan to obtain all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2). If offeror already possesses the locally required licenses and permits, a copy shall be provided. ***[Note to Contracting Officer: If there are any other unique requirements for doing business or restrictions in terms of doing business in the host country, then you need to ensure these are highlighted. For example, if there is a local law which precludes foreign firms from providing services, you need to identify the law.]***
- (6) The offeror's strategic plan for decontamination and disinfecting services to include but not limited to:
  - (a) A work plan taking into account all work elements in Section 1, Performance Work Statement.

(b) Identify types and quantities of equipment, supplies and materials required for performance of services under this contract. Identify if the offeror already possesses the listed items and their condition for suitability and if not already possessed or inadequate for use how and when the items will be obtained;

(c) Plan of ensuring quality of services including but not limited to contract administration and oversight; and

(d) (1) If insurance is required by the solicitation, a copy of the Certificate of Insurance(s), **or** (2) a statement that the Contractor will get the required insurance, and the name of the insurance provider to be used.

ADDENDUM TO SOLICITATION PROVISIONS  
FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://www.acquisition.gov/far/> or <http://farsite.hill.af.mil/vffara.htm>.

These addresses are subject to change. If the FAR is not available at the locations indicated above, use of an internet “search engine” (for example, Google, Yahoo, Excite) is suggested to obtain the latest location of the most current FAR provisions.

THE FOLLOWING FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS ARE INCORPORATED BY REFERENCE:

<u>PROVISION</u>	<u>TITLE AND DATE</u>
52.204-7	SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JULY 2016)

SECTION 4 – EVALUATION FACTORS

The Government intends to award a contract/purchase order resulting from this solicitation to the lowest priced, technically acceptable offeror/quoter who is a responsible contractor. The evaluation process shall include the following:

- a) Compliance Review. The Government will perform an initial review of proposals/quotations received to determine compliance with the terms of the solicitation. The Government may reject as unacceptable proposals/quotations which do not conform to the solicitation.
- b) Technical Acceptability. Technical acceptability will include a review of past performance and experience as defined in Section 3, along with any technical information provided by the offeror with its proposal/quotation.
- c) Price Evaluation. The lowest price will be determined by multiplying the offered prices times the estimated quantities in “Prices – Continuation of SF-1449, Block 23”, and arriving at a grand total, including all options. The Government reserves the right to reject proposals that are unreasonably low or high in price.
- d) Responsibility Determination. The Government will determine contractor responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR Subpart 9.1, including:

- Adequate financial resources or the ability to obtain them;
- Ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- Satisfactory record of integrity and business ethics;
- Necessary organization, experience, and skills or the ability to obtain them;
- Necessary equipment and facilities or the ability to obtain them; and
  - Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

#### ADDENDUM TO EVALUATION FACTORS

#### **FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12**

The following FAR provision(s) is/are provided in full text:

#### 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of clause)